

GARY L. MYERS, ESQ.  
Nevada Bar No. 3120  
**LAW OFFICE OF GARY L. MYERS**  
7251 W. Lake Mead Blvd., Suite 300  
Las Vegas, Nevada 89128-8359  
Telephone: 702.240.1980  
Facsimile: 702.240.1981  
Attorney for Defendant **IGNACIO FLORES GARCIA**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No.: 2:09-cr-00302-GMN-PAL
	)	
vs.	)	
	)	
JUAN CARLOS MACIAS-CHAVEZ,	)	<b>SECOND MOTION TO EXTEND</b>
aka Juan Carlos Munguia	)	<b>SURRENDER DATE</b>
JOSE ROSALLES,	)	
aka Don Pancho,	)	
IGNACIO FLORES GARCIA,	)	
	)	
Defendants.	)	

Defendant IGNACIO FLORES-GARCIA by and through his attorney, Gary L. Myers, Esq., hereby presents the following Second Motion to Extend Surrender Date. This Motion is made and based upon the accompanying memorandum of points and authorities, the pleadings and papers on file herein and such argument and evidence as may be presented at the hearing on this Motion, should any occur.

Dated: August 15, 2011

LAW OFFICE OF GARY L. MYERS

By:     //s//      
GARY L. MYERS, ESQ., #3120  
7251 W. Lake Mead Blvd., Suite 300  
Las Vegas, Nevada 89128-8359  
Attorney for Defendant  
**IGNACIO FLORES GARCIA**

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**MEMORANDUM OF POINTS AND AUTHORITIES**

Defendant IGNACIO FLORES-GARCIA was sentenced by this Court on June 23, 2011 to 48 months' incarceration with a surrender date of September 26, 2011. Thereafter, on July 14 (2011) a Motion To Extend Surrender Date, Permit Travel Outside the Jurisdiction and Temporarily Provide Defendant With His Passport (document 155) was filed on behalf of Mr. Flores-Garcia. The court granted this Motion on the following day (document 156), extending Ignacio's surrender date until November 25, 2011. On or about August 3, 2011, the undersigned received a call from Ms. Sandra Bustos, the Pretrial Services' officer who is supervising Ignacio. At the time of her call, Ignacio was in Ms. Bustos' office, and she stated to the effect that Ignacio had an additional request or need relating to his surrender date. Ms. Bustos stated that Ignacio's wife, Maria Elena Garcia, who is pregnant with the couple's first child, has a due date of December 17, 2011. Mr. Flores-Garcia currently plans on discontinuing his employment with Marmaxx Distribution Center shortly before his surrender date; Ignacio has been employed with Marmaxx for approximately 1½ years, and medical insurance for him and his family is provided by Marmaxx. However, when Ignacio's employment ends, his insurance coverage likewise will expire. This means that, if Ignacio resigns shortly before his 11/25/11 surrender date, his wife's labor and delivery will not be covered by insurance, and she may need to have the baby delivered by a different physician than the one who has seen her throughout her pregnancy (and whose bills have been paid by medical insurance).

In view of the preceding, Mr. Flores-Garcia respectfully requests and moves that his surrender date be continued until early January, 2012 so that he can continue his employment and thereby continue his insurance coverage during his wife's labor and delivery. This request is for a brief additional time after the aforementioned 12/17/11 due date, in case the baby is overdue or there are problems with the delivery. This additional time also will permit Ignacio to be

1 present during the birth of his child. Incidentally, Ms. Bustos stated, during the  
2 8/3/11 conversation with the undersigned, that (1) she supports this request for  
3 an extension of the surrender date, and (2) there has not been the slightest  
4 problem, much less any violation, presented by Ignacio during her supervision of  
5 him. Additionally, shortly after the conversation with Ms. Bustos, the  
6 undersigned contacted AUSA Bradley Giles to inquire concerning his (Giles)  
7 position relating to the subject request, Mr. Giles stated that he would “defer to  
8 the discretion of the Court” in this regard.

9 In closing, Mr. Flores-Garcia greatly appreciates the granting of his first  
10 request to extend his surrender date and does not at all mean to “go to the well  
11 too often” in asserting this second request. However, Mr. Flores-Garcia  
12 respectfully submits that good cause exists for a second surrender date  
13 continuance and respectfully requests that this motion be given strong  
14 consideration.

15 Dated: August 15, 2011

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17  
18 By: //s//  
19 GARY L. MYERS, ESQ., #3120  
20 7251 W. Lake Mead Blvd., Suite 300  
21 Las Vegas, Nevada 89128-8359  
22 Attorney for Defendant  
23 **IGNACIO FLORES GARCIA**  
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